

1. SCOPE OF APPLICATION

These general GTS (hereinafter the “**GTS**”) shall apply to all sales and purchases of our products (the “**Goods**”) between **FLUIDRA WATERLINX (PTY) LTD**, with registered address in **5 Kruger Street, Denver, Johannesburg, 2094, Republic of South Africa**, and Registration Number **2004/019077/07** (the “**Company**”), and the purchasing party (the “**Purchaser**”) on the territory of the Republic of South Africa (the “**Territory**”). The Purchaser may only acquire the Products subject to these GTS and their updates from time to time. Any terms and conditions other than these GTS and their updates to such terms from time to time shall not be binding, except where there is written acceptance from both parties i.e. a credit application. Upon acceptance of any order (the “**Order/s**”), the Purchaser is deemed to have read and been aware of these GTS beforehand. Furthermore, the Purchaser acknowledges and accepts that the GTS shall form an integral part of its contractual relationship with the Company, whereby they shall be deemed to have been voluntarily and expressly accepted by the Purchaser without any reservation whatsoever by signing and/or placing any Order, or any other documents or agreements that are signed by the parties, or, if the contractual relationship has not been made in writing, from the time the Company has provided a copy of the GTS to the Purchaser and it has not expressed its opposition to them in writing within thirty (30) days.

The Company reserves the right to amend GTS. The parties agree that the amended GTS provided by the Company shall form an integral part of the contractual relationship between them, whereby they shall be deemed to have been voluntarily and expressly accepted by the Purchaser without any reservation whatsoever whether the Purchaser does not expressly declare opposition in writing within thirty (30) days from the time they had been provided by the Company.

Any of the Purchaser’s contractual terms and conditions or policies are expressly excluded following the implementation of these GTS. Furthermore, these GTS shall cancel and replace any earlier general terms, whether written or verbal, which shall become null and void. For clarity, the GTS will not cancel any credit application (including a deed of surety) entered into or to be entered into between the parties with such credit application being a separate agreement between the parties to these GTS and to be read along with it. Any conflict with the GTS and any credit application, the terms of the credit application will prevail.

2. ORDERS

The Company may, at its sole discretion, accept and/or reject any Order received from the Purchaser. The Company reserves the right to make any appropriate changes to the Goods from its catalogue at any time, the features of its Goods, and even to stop their production, replace them or remove them from the catalogue. The Purchaser acknowledges and accepts the foregoing and therefore this can involve modifications to the Orders.

Regarding a certain specific category of the Goods, the Company reserves the right to prohibit their resale via third-party platforms.

3. DELIVERIES

Unless otherwise agreed in writing, the date and place of delivery shall be deemed to be the time the Goods leave our warehouse. Orders shall be delivered within a reasonable time, provided that the Company has sufficient stock to meet Purchaser demand. If the Company is unable to meet a delivery deadline, it shall confirm the delivery time as soon as possible.

Failure to comply with the delivery schedule for reasons beyond the Company's control, including but not limited to, delays due to accidental reasons or beyond the control of the Company and/or due to force majeure or if the Purchaser has not fulfilled all or part of its obligations, shall not entitle the Purchaser to cancel the Order or to claim any type of indemnity or compensation, by expressly waiving any rights to claim.

The Company hereby informs the Purchaser that it is possible that any given Order may be divided into several deliveries. The date and place of delivery shall always be deemed as the time Goods leave the Company’s warehouses.

For Export Customers, the Company and the Purchaser may decide on the ICC Incoterm 2020 regime that will apply to the delivery of the Goods. In this case, the Incoterm shall set out the method and cost of transport, payment of customs duties and the time of transfer of risk for the Goods.

If the chosen Incoterm implies that the Company is responsible and bears the risk of the Goods, the Company shall freely organize the carriage of the Goods.

The Purchaser must examine Goods in the presence of the transporter to check that they are in a good state of repair. Should the Purchaser detect any defect or damage in the packaging, it shall be indicated on the delivery note/invoice ("**Delivery Note**"). In the event of any incident upon receipt of the Goods, it must be recorded in the carrier's delivery document, and the Purchaser shall inform the customer service of the Company within twenty-four (24) hours to process the relevant claim.

Notwithstanding the foregoing, if unpacking the Goods, the Purchaser detects any defects such as a dent, breakage, signs that it has been opened or otherwise damaged due to shipping, the Purchaser undertakes to inform the Company within seven (7) working days following the delivery of the Products otherwise the Purchaser will be deemed satisfied. To return a Good(s), the Delivery Note/Invoice number must be stated.

No claim of whatsoever nature shall lie against the Company for Goods lost or damaged in transit, save where the Company's own vehicles are employed.

Where an outside transporter is engaged such transport shall be deemed to be the agent of the Purchaser, notwithstanding the fact that the Company may appoint such transport and/or pay such transporter's charges.

It shall be understood that the Purchaser has accepted a delivery in the following cases: (i) it has expressly accepted it; (ii) it fails to report defects within the above deadlines; (iii) the Goods have been sold or distributed.

4. WARRANTY

The Company warrants that, on delivery, the Goods shall (i) conform in all material respects with their description in the Company's published specification; and (ii) be free from material defects in design, material and manufacture. The general warranty period will depend on the Goods warranty provided and is valid from the date of delivery until the warranty date as set out therein.

For the rest of the Goods not subject to a warranty, a specific warranty shall be established on a case-by-case basis, as indicated on the corresponding warranty card or certificate, or on any other of the Company's official documentation.

For this warranty to become effective, the Purchaser must provide evidence of the date of the purchase of the goods and receipt. Furthermore, for this warranty to be valid, the Purchaser must strictly follow the Manufacturer's instructions included in the documentation that comes with the Goods.

No warranty is extended on the Goods' normal wear and tear.

Consumable and perishable components, including but not limited to, light bulbs, rubber parts and batteries, are totally excluded from this warranty whereby they shall be subject, if applicable, to the provisions in the documentation that comes with these consumable and perishable components.

The parts that are being replaced or repaired under this warranty shall not extend the term of the original Goods warranty, although such parts shall be subject to a separate warranty.

This warranty does not cover any defects or deterioration caused by the Goods unsuitability for the end user's needs, by normal wear, negligence, incorrect installation or by any use that does not comply with the recommendations stipulated in the user manual or in the studies and instructions issued by the Company, by maintenance operations non-compliant with the user manual provided at the time of sale and/or by a handling accident or incorrect storage.

This warranty shall not cover obvious defects for which any claim must be submitted by the Purchaser over the seven (7) days following the delivery of a Goods as described in article 3 above.

If the Purchaser resells the Goods outside of South African territory, the warranty claim procedure does not apply. Manufacturing defaults will be addressed on a case-by-case basis through the Exports Division and Customer Care channel.

5. PAYMENT

Payment

Payment shall be made in respect of:

- A credit account, not more than 30 days from date of statement; and cash and "C.O.D." accounts, on receipt of the Goods by the Purchaser
- Payment shall not be set off against or withheld on account of any counterclaim of the Purchaser, unless the same is acknowledged by the Company in writing.
- Any promissory notes, bill of exchange or any other negotiable instrument received from the Company by the Purchaser shall not constitute a novation of the debt for which it was given. The payment will only have been deemed to be made once the said negotiable instrument has been received by the Company and thereafter is met by the relevant bank or paying authority.

Goods returned without the written consent of the Company will not be accepted for credit. The Company may, at its option, elect to accept the return of the Goods, in which event the Company shall levy a handling fee equivalent to 10% of the selling price of the returned Goods.

The granting, refusal or withdrawal of credit facilities, including the extent and nature of such facilities and the payment in terms thereof, shall always be at the sole discretion of the Company who may withdraw same at any time without any prior notice to the Purchaser.

Payment default

Should the Purchaser fail to make payment in full on due date, it shall be obliged to pay interest on overdue amounts at the rate of 2% above the prime overdraft rate charged by the Company's bankers from time to time. Any modification to the method and/or due date of payment must be authorized in writing by the Company.

The Purchaser further agrees that in the event of its default in any respect whatsoever toward the Company, the Company shall be entitled to place the Purchaser on a "stop supply" without further notice to the Purchaser, notwithstanding that the Purchaser may have placed an order for the supply of Goods prior to the stop supply date.

Furthermore, the Purchaser must pay the Company damages for, amongst others, bank fees and legal costs arising from returned payments, defaults and non-payment claims.

Surety

If required by the Company, the Purchaser shall provide a surety or sureties who shall be subject to the approval of the Company, and shall execute (if two or more, jointly and severally) a guarantee on such terms and conditions as the Company shall determine for the performance of all the Purchaser's obligations and such guarantee shall be binding notwithstanding any variations, alterations, or extensions of time as may be made, given, conceded or agreed to in terms of these general conditions or in terms of any other agreement.

If the surety/ies referred to above shall not be duly furnished to the Company by the Purchaser within 7 days after being requested to do so, the Company may at its sole option and without prejudice to any rights which it may have by writing to the Purchaser, terminate this and all agreements existing between the Purchaser and the Company.

6. RETURNS, REPAIRS AND CLAIMS

Returns of Goods in a good state of repair and/or compliant

Notwithstanding the stipulations in respect of defective or non-compliant Goods, all Goods may be returned and refunded, provided the Purchaser fulfills the conditions listed below.

In such cases, the Purchaser shall be notified in advance of the shipping and return costs, which shall be at the Purchaser's expense if outside of a 50km radius from any Fluidra Branch or Pro Centre.

To do so, the Purchaser must inform the Company of its intention to return the Goods within seven (7) days from the date of delivery, subject to the following conditions:

1. Include the number of the Delivery Note/Invoice.
2. Goods must be returned in the same state of repair as when they were delivered and bear their original labels.
3. The same packaging must be used for returning Goods as when they were delivered, failing which, similar packaging that ensures they are returned in a perfect state of repair must be used.
4. CS must be contacted by phone or by email written at **customercare@fluidra.co.za**, to obtain an RMA claim number to track the status of the return through either of the following methods:
 - The Purchaser may ship the Goods freight prepaid to our nearest branch or to our head office located at **5 Kruger Street, Denver, Johannesburg**.
 - The Goods can be collected by the Company at the Purchaser's facilities, with shipping costs whenever applicable.

Returns shall not be accepted if seven (7) days have lapsed from the date of the Delivery Note/Invoice to the date a claim is lodged. If by commercial decision a return is accepted after this deadline, a 10% restocking fee shall be charged. Under no circumstances shall the return of a Goods be accepted after one (1) month since the date of delivery.

No returns shall be accepted for work or customized products that match the characteristics, designs and projects requested by the Purchaser.

Likewise, discontinued Goods may not be returned.

Returns of defective or non-compliant Goods

(i) For Goods under warranty:

In the case of returns for reasons attributable to the Company (a defective Goods or not compliant with what had been requested), the shipping and return costs shall be covered by the Company.

No Goods shall be accepted for repair or exchange that does not come with the RMA Claims Form provided by CS to the Purchaser.

Such Goods must be returned in optimum conditions for shipping, and in the same state of assembly as when they were delivered.

(ii) For Goods NOT under warranty:

For Goods that are not under warranty, the Company shall proceed as in the above case but shall send a quote for the repair that must be accepted. The quote shall be valid for twenty-five (25) calendar days from its date of issue. This quote shall include a charge of **R575 per hour** for "LABOUR".

Should Returned Goods not be collected within twenty-five (25) calendar days, the Goods shall be destroyed or recycled or resold.

7. CANCELLATION

Notwithstanding any other actions, the Company reserves the right to terminate or cancel any transaction in the event of a non-remedied breach of these GTS, as well in the case of non-payment by the Purchaser, a delay in the payment of previous deliveries, and if the Purchaser was subject to any enforcement procedure.

In the event of withdrawal or cancellation by the Purchaser of an Order without the Company's prior approval, the Purchaser must pay to the Company an amount equivalent to 20% of the value of the Goods subject to withdrawal or cancellation, notwithstanding the Company's right to claim damages for such cancellations.

8. EXPORTS TERMS AND CONDITIONS

Unless otherwise agreed in writing, our prices shall always be deemed Ex works (Incoterms 2020), including packaging, whereby the Purchaser must pay all taxes, levies, duties, costs and any other expenses, whether general or special.

The current prices of the catalogue, or those subject to a special agreement between the parties now to accept the Order shall apply. Notwithstanding the foregoing, the Company reserves the right to review prices at any time at its own discretion. All prices should be deemed to be net, in ZAR and with no discount.

The Company reserves the right to annually amend the exports terms and conditions agreed upon with the Purchaser due to changes in the Company's in-house policy. In such an event, the Company shall inform the Purchaser of these changes.

9. SHIPPING AND FREIGHT CHARGES

Goods shall be shipped at the expense and risk of the Purchaser, including carriage-paid deliveries. Any additional expense not covered in our prices (sea freight packaging, special unloading methods, dispatch of goods as baggage, air freight, etc.) shall be always deemed at the expense and risk of the Purchaser.

In respect of the matters not provided by the provisions of this section, the current rules for national and international transport shall be applied.

10. INTELLECTUAL AND INDUSTRIAL PROPERTY

The Company owns and retains an exclusive right, title and interest to the Goods that includes, but are not limited to, patents, trademarks, logos, symbols, trade names, photographs, plans, presentations whether registered or not (the "Intellectual Property Rights").

The Purchaser expressly acknowledges and agrees the ownership of these rights and shall not acquire any Intellectual or Industrial Property Rights whatsoever arising from these GTS. The Purchaser shall refrain from disputing the rights of the Company to the Intellectual Property Rights, and from registering or having registered in any country any Intellectual Property Rights whatsoever for the Goods. Nothing in these GTS provides for a transfer of licenses for a brand or a transfer of any of the Intellectual Property Rights.

All information disclosed for the purposes of the contractual relationship by either of the parties shall be their property, and no license shall be deemed as arising from the exchange of information between the parties. Neither party may, under any circumstances whatsoever, file an application for the registration of Intellectual Property Rights that may arise from the information provided by the other party.

Furthermore, pursuant to these GTS the Purchaser undertakes and accepts NOT TO APPLY for the registration of any Domain Name in any country in the world that includes, whether in part or in full, the trademarks that belong to the Company and/or the Fluidra Group, again registered or not.. The Purchaser likewise expressly waives all rights that may arise from the use of the Company and/or the Fluidra Group's trademarks.

Should the Purchaser breach this clause, the Company reserves the right to unilaterally terminate these GTS, in addition to taking any legal actions that it deemed appropriate.

11. CONFIDENTIALITY AND PERSONAL DATA PROTECTION

Both parties acknowledge that they may be receiving from each other confidential information that is of great value to the disclosing party and is proprietary and confidential to such party, and agree that they will: (a) maintain all confidential information in strict confidence; and (b) will reveal confidential information of the other party solely to perform obligations under this agreement. Confidential information will not include any information which: (i) is already known to the receiving party at the time of disclosure; (ii) is or becomes generally available to the public; or (iii) is required to be disclosed pursuant to statute, rule, regulation, or judicial process or for enforcing their rights through such judicial process.

We hereby inform you that your personal data shall be processed by the Company, located at **5 Kruger Street, Denver, Johannesburg**.

Your data shall be processed for the purpose of handling the purchase of the Goods.

The legitimacy of the processing of your data is the performance of the contractual obligations arising from the purchase of Goods sold by the Company in the Fluidra Group.

Your data shall not be assigned, sold, leased or in any other way whatsoever made available to third parties, except in the case of service providers of the Company that render certain services to the Company for purposes ensuring efficient services to its customers and of which the Fluidra Group will impose appropriate security, privacy and confidentiality obligations on such third parties to ensure that data is kept secure.

All data shall be processed for the time required to deal with the purchase made under these GTS.

Once the term specified in this section has come to an end, the Company shall keep your personal data anonymous for statistical purposes or market surveys, whenever possible, or duly blocked to comply with any legal obligations.

You may at any time withdraw your consent to your data being processed for any of the above purposes.

You make likewise exercise your rights of data access, rectification, cancellation/deletion, objection, restriction of the processing or portability, by writing or an email to info.officer@fluidra.co.za.

Should you have any inquiries about how we process your personal data, or any other questions related to this matter, you may contact our Data Protection Officer at info.officer@fluidra.co.za.

Furthermore, you may file a complaint with the Information Regulator in terms of the Protection of Personal Information Act (Act No4 of 2013) should you consider that the Company has processed your data in breach of this Privacy Policy or any other regulation in force related to this matter.

12. RETENTION OF TITLE

The Company reserves the right of ownership of all Goods sold until the Purchaser has paid the price in full and, until then, the Company may remove the Goods from the Purchaser's facilities.

13. LIABILITY

The Company assumes no liability for any indirect, special or consequential damage that may arise because of the supply of the Goods, including, but not limited to, downtime, loss of earnings, loss of business opportunities, the loss of actual or anticipated profits, reputational risk or the loss of goodwill. The Company's total liability arising from the supply of any nature whatsoever shall be limited to the value of a Goods that may give rise to a claim.

Furthermore, the specifications, photographs, illustrations, and sketches of the products included in the Company's catalogues are provided for illustrative purposes only and should not be considered binding. The data included in the technical sheet of each product, a copy of which can be obtained at any time by requesting it from the Company's technical service or by downloading it from the Company's website, shall always prevail. Consequently, the Company shall not assume any responsibility (direct or indirect) arising from possible typographical errors or omissions in the specifications, photographs, illustrations, and sketches of the products contained in its catalogues.

14. SANCTIONS, ANTI-CORRUPTION AND ANTI-BRIBERY POLICY

The Purchaser shall comply with all laws regarding economic or trade embargoes and sanctions laws that are applicable to its activity ("**Sanctions Regulations**"). The Purchaser declares that it is not a listed person nor owned or controlled by a listed person under any of the sanction's regulations of the United States, the European Union, and the United Nations. Furthermore, the Purchaser shall refrain from directly or indirectly selling the products and/or services sold or rendered by the Company or any of its affiliates into the territories subject or target of, economic sanctions of the United States (OFAC), European Union, United Nations or other applicable jurisdictions, nor to any customer established in those territories. Likewise, there are certain products of the Company whose sale or export to certain countries is restricted by the European Union and the United States of America ("**Restricted Products**"). The Purchaser shall refrain from selling, supplying, transferring or exporting, directly or indirectly, Restricted Products (as applicable from time to time) to any natural or legal person, entity or body or any other country where the export of the relevant products/ services might be restricted in accordance with applicable Sanctions Regulations, from time to time. The Company shall have the right to (i) request, at any time, information and documentation from the Purchaser in order to verify the effective fulfillment of the obligations set forth in this Clause; (ii) terminate or suspend its business relationship with the Purchaser arising from the Purchaser's violation of the obligations set forth in this Clause; and (iii) claim compensation for losses and damages arising from the Purchaser's violation.

Furthermore, pursuant to the principle of zero tolerance in respect of corruption and bribery, the Company shall not allow any type of relationship to be entered into or maintained, either internally or with third parties, whether with individuals or public bodies, that may entail a breach of the regulation. Likewise, whenever local regulations are stricter or more restrictive than those to which the Company is subject, as an entity with registered address in and subject to the laws of the Republic of South Africa, the most restrictive shall apply.

15. GENERAL

If one or several provisions of the GTS become null and void the validity of the rest of the contractual relationship between the parties, shall not be affected.

No relaxation or indulgence which the Company may grant the Purchaser shall prejudice or be deemed to be a waiver of any of the Company's rights in terms of these terms and conditions.

The Purchaser shall not cede its rights nor assign its obligations under these terms and conditions unless written consent is obtained from the Company and of which such consent shall not be unreasonably withheld. The Company will be entitled to cede or assign such obligations. No one will represent themselves as an agent of the other and will not bind themselves outside of the terms of this agreement.

Terms that by their nature survive termination (including but not limited to: arbitration, data protection and intellectual property clauses etc) of the GTS remain binding on the parties and the GTS shall not be interpreted against the drafter therein i.e. the Company.

16. BREACH, ARBITRATION AND GOVERNING LAW

Should either party commit a breach of these GTS and fail to remedy such breach within 7 business days of having been called upon in writing by the other party to do so, then the other party may, in its discretion and without prejudice to its rights in these GTS, cancel the GTS and claim damages, alternatively proceed with a claim for specific performance and claim damages. In the event of breach, either Party shall be entitled to claim all legal costs on an attorney client scale, including counsel on brief and collection commission

In the event of any dispute arising in terms of these GTS, such dispute will be decided by way of arbitration to be held in Sandton South Africa at the sole election of the Company who will exercise such option within 30 days of such dispute being declared and which declaration will be made in writing by the Company. The arbitrator will be an advocate with at least 10 years' experience agreed to in writing by the parties within 7 business days of the Company electing to proceed with arbitration. In the event that the parties cannot agree on the aforesaid during such time period, the arbitrator will be an advocate with similar experience who will be appointed by the President of the Johannesburg Society of Advocates. The rules of the Arbitration will be that of the Expedited Rules of AFSA and the award will be final and binding on the Parties. Nothing in the aforesaid will prevent either Party approaching a court for urgent relief should they so require

Should the Company not elect to proceed with arbitration and notwithstanding the quantum involved, the parties hereby agree that then such dispute(s) between the parties shall be submitted to the exclusive jurisdiction of the Magistrate's Court in terms of Section 45 of Act 32 of 1944 as amended.

These GTS shall be governed by the laws of the Republic of South Africa.

The GTS may be translated into any other language for practical purposes, but the English version shall prevail in the event of any discrepancies.